

REPORT

Of the select committee, to which was referred the memorial of the legal representatives of John H. Piatt, accompanied with a bill for their relief.

JANUARY 9, 1824.

Read, and, with the bill, committed to a Committee of the whole House to-morrow.

The select committee to whom was referred the memorial of the legal representatives of John H. Piatt, together with the vouchers in support of the same; and a report made by a select committee on the same subject at the last session of Congress,

REPORT:

That they have attentively considered the same, and have endeavored to inform themselves fully and accurately on all the facts which have a bearing upon the several questions to which this case has given rise; as well as to understand and duly appreciate the views which have been taken by the officers of the Government, to whose notice it has been in its progress submitted. The committee, in the progress of their examination, have not been enabled to view this claim in any other light than that which influenced the committee at the last session. They, therefore, agree to the report made by the committee last session, and adopt it as theirs.

It is not easy to present a statement that shall be perspicuous without being tedious. But as it is the first duty of the committee, in a case of this magnitude, to lay before the House a full exhibition of the grounds upon which the judgment of the House must probably be formed, they do not consider themselves at liberty to condense this report at the probable expense of omitting something which may be material to a right conclusion.

They have, therefore, decided to endeavor in the first place to give a statement of the principal circumstances of the case, as nearly as may be, in chronological order, and then to state the deductions they have made as to the rights and obligations of the respective parties, arising out of the facts.

1. On the 26th day of January, A. D. 1814, the late John H. Piatt entered into a contract with the Secretary of War, by which he stipulated to supply and issue all the rations that should be required for the use of the United States, at all and every place or places where troops were or might be stationed, marched, or recruited, within the limits of the state of Ohio, Kentucky, and the Michigan territory and northern vicinity, from the first day of June, 1814, to the 31st day of May, 1815, both days inclusive. The rate of the ration, as well as of its component parts, is fixed by the contract, and it is understood to be from twenty to twenty-five per cent. lower than in the previous contract, which was with other persons. It is also said that the previous contractors had failed to comply with their contract. Of these facts, the committee have been informed in the course of their investigation, but cannot speak of them with entire confidence, as they did not very minutely examine how far they were capable of being proved.

The contract did not expressly stipulate for any advance by the Government, nor for any term or time of payment. These things, of course, were left to a reasonable interpretation, according to the usage of the department, which is understood to have been well established and invariable, to make large advances. Indeed, the nature of the service, in most instances, exceeding in amount the probable means of an individual, seems, of itself, to imply an engagement on the part of the government, to aid the contractor with means to fulfil the contract. On this point there appears to have been no dispute.

Mr. Piatt went on to execute the duty he had undertaken, and it may be well, once for all, to state, that he performed it throughout with punctuality. When all the circumstances of discouragement and difficulty which will hereafter appear, come to be considered, it will not be too much to say, that this was an instance of unexampled fidelity; and when the temptations that were offered to Mr. Piatt to pursue a different course, and the reasonable apology he might have found for doing so, are also weighed, it will be impossible to avoid the conclusion, that he was strongly influenced in his conduct by motives and feelings the most honorable. In fact, it is fully proved, that Mr. Piatt was not only a man of activity and zeal, but of the most lofty patriotism; and it is probable his fortune and his health were ultimately sacrificed to an invincible determination, at every hazard, to uphold the cause of his country in the interesting quarter to which his contract applied.

Not very long after this contract was entered into, the face of affairs underwent a change, more violent, more rapid, and the fulfilment of its stipulations more disastrous, than the most gloomy imagination could have anticipated. The pressure of the war in the fall of the year 1814, produced various effects, all of which were ruinously concentrated in their operation on this contract. The suspension of specie payments, and an increased demand for provisions, suddenly raised their price to more than double what had been stipulat-

ed, as appears from the letter of Quartermaster General Swearingen. The necessary movements of the troops in that quarter, and the expectation of being obliged to strengthen the posts, produced at the same time a greatly increased demand upon the contractor. And at this moment, the condition of the United States' Treasury disabled the Government to afford him any aid, or even to do him justice. In the month of December, the bills of Mr. Piatt on the Government, to the amount of no less a sum than two hundred and ten thousand dollars, were dishonored, and lying under protest in Washington, from the mere inability of the Government to pay them.

It is not, and never has been, alleged that Mr. Piatt had not a right to draw these bills. On the contrary, his right has always been admitted; and the only reason assigned for not paying them was the want of money. The Government, therefore, at the period now mentioned, was in default; had broken the contract, and thereby liberated Mr. Piatt from the obligation imposed upon him.

In this state of things, Mr. Piatt, in December, 1814, came on to Washington. Some of his friends advised him strongly to relinquish the contract, from which he had become entitled to extricate himself by the failure of the Government to comply with its engagements. His agent wrote to him, giving the same advice, and pointing out to him very plainly, as a result, that he might, by so doing, realise a great deal of money, instead of suffering a ruinous loss. The consequences of such a step to the Government are some of them very obvious, and others might have flowed from weakening the arm of the country on that frontier, which are not to be estimated. That this was, nevertheless, the politic course for Mr. Piatt, is not to be doubted, and it must be admitted that it would not have been unjust. It has been stated to the committee that another contractor, in circumstances somewhat similar, availing himself of the necessities of the Government, shook off the incumbrance of his contract, and made a large fortune by means of a new arrangement, in which he was enabled to make his own terms. Another, who had gone on to comply with his engagement at some loss, is stated to have been allowed a credit of \$60,000 by the Secretary of War, in the summer of 1814, by way of remuneration, though in his case there had been no failure on the part of the Government.

Other friends of Mr. Piatt, it would seem from representations made to the committee, feeling strongly what disastrous consequences must inevitably follow a failure of supplies to our troops in the quarter embraced by the contract, advised him to go on, and held up to him as an inducement the known liberality of the Government, and especially the instance already mentioned of relief to a contractor: and, finally, they recommended to him to converse with the Secretary of War.

Mr. Piatt, accordingly, had one or more interviews with the Secretary of War, and received from him certain assurances, the precise import of which the committee will not now undertake to characterise. They are proved by the evidence of Judge M'Lean, Daniel Par-

ker, and James Morrison, Nos. 1, 2, and 3. There is also annexed a statement of Tench Ringgold, No. 4.

But, of the fact, that Mr. Piatt called upon the Secretary of War; that he called upon him for the purpose of ascertaining, upon the best authority, how far he might calculate upon the support and aid of the Government, in case he should decide to go on with the supplies; and that, after his interviews with the Secretary, he did decide to continue to furnish the supplies, and did continue to furnish them, there seems to be no doubt. Whether these facts are to be connected as cause and effect, is a question upon which one would not be naturally led to entertain a doubt, unless there were something more in evidence than has appeared to the committee. It would seem reasonable to conclude, in the absence of any thing to the contrary, that the determination of Mr. Piatt was materially influenced, if not entirely brought about, by what he understood to be the true meaning and import of the conversations of the Secretary of War. This inference coincides exactly with the statement of Mr. Piatt, to which he has uniformly adhered, and with the evidence of Judge M'Lean, General Daniel Parker, and Col. James Morrison.

On the 10th day of January, 1815, Mr. Piatt replied to the letter of his agent. A copy is hereto annexed, marked A; and it would not be doing justice to the memory of a meritorious and faithful public agent to withhold from that letter the tribute of unqualified commendation which its generous and patriotic spirit deserves. When it is considered that Mr. Piatt was in a humble and unambitious station, where the most punctual performance of his duty and the greatest sacrifices could obtain for him no reward of honor or applause; where, too, it is common to impute, and perhaps very common to find, no better motive governing the conduct of a contractor than the desire of gain, too much stress can scarcely be laid upon the patriotic alacrity with which Mr. Piatt devoted himself, his fortune, and his credit, under circumstances of no ordinary discouragement, to the maintenance of the cause of his country. It cannot be doubted that he rendered the most essential services, confiding in the liberality of his country duly to appreciate them, and eventually to do him justice, if not according to his merits, at least to the extent of his pecuniary sacrifices.

That he did receive assurances, however, and that those assurances were of a nature to enlarge his claims upon the Government beyond what they would have been, if founded merely on his contract, and thus to form a proper subject of consideration in the settlement of his accounts, is now no longer to be questioned, being, as the committee believe, distinctly admitted by the provisions of the act of the 8th of May, 1820. He is, by that act, allowed a credit in terms, for assurances, as a separate head of allowance, differing from what he would otherwise have been entitled to be credited, and increasing his claims to the whole extent of such difference.

From that time forward, Mr. Piatt went on to furnish the supplies wherever called for. The requisitions, in some instances, were unexpectedly large, and, as it is believed, so far exceeded what was probably contemplated when the contract was entered into, that ob-

jection might, perhaps, have been made on that ground to complying with them. They were all promptly and cheerfully complied with, as has been already intimated. It is understood that no complaint whatever was at any time made against Mr. Piatt.

It has been stated, in a former part of this report, that, from the causes there referred to, provisions had greatly advanced in price, as well as the cost of transporting them; and that, if the Government had been driven to the necessity of obtaining supplies without the aid of Mr. Piatt, the ration would have cost from 45 to 50 cents. It is proper further to state, upon the authority of the personal knowledge of one of the committee, that it is very doubtful whether they could have been got at any price, to the extent and at the points required. The subject is known to have been one at that time of very deep interest, and to have engaged the anxious attention of the Legislature of Ohio, upon the inquiry what means could be devised to furnish supplies, in case Mr. Piatt had abandoned or refused to go on with the contract.

The war being happily ended, Mr. Piatt found himself in a state of extreme embarrassment, occasioned, he has always said, by his exertions and losses in the public service. On the other hand, it has been rumored, that he made money by his concerns with the government, and lost it by subsequent speculations. The committee supposed that, in some aspects of the inquiry referred to them, it might be material to ascertain how far this rumor was well founded, and with that view, they addressed letters to three respectable gentlemen, known to have been acquainted with Mr. Piatt and with his concerns. Their answers are hereto annexed, marked B, C, D. and they seem plainly to lead to a conclusion, that, whatever may have been the effect of other causes, the exertions and sacrifices he made for the country were sufficient to have occasioned the ruin with which his affairs were overwhelmed.

On the 16th day of July, 1816, a settlement took place of the accounts of John H. Piatt, finding a balance due from him of upwards of \$48,000. This balance consisted, principally, of a balance due from him on his account as commissary, which had been owing to a draft made by an agent in his absence, without his consent, and against his wishes. It appears that Mr. Piatt endeavored to prevent the payment, but his notice to the Department was too late, though given as soon as he had information of the draft.

His own account, made out about the same time, and bearing date the 23d February, 1816, claimed a balance due to him from the Government of upwards of \$100,000. These two accounts, together with the statement of suspensions and disallowances, will shew what the differences were, and they are material to the right understanding of what has since occurred.

In the year 1820, Mr. Piatt was in the city of Washington, and reduced to the greatest extremity of distress. A judgment had been obtained against him by the United States, for the balance before stated; he was in the custody of the Marshal, and his creditors (for

debts contracted, he alleges, in the service of the Government,) were pursuing and threatening him with rigorous measures of compulsion, when he was entirely destitute of means to satisfy their claims. His application for relief was before the Senate, and a bill had been reported or prepared, which proposed a settlement of his accounts, by giving him a credit equal to the amount of the balance. If such a law had passed, and been accepted by Mr. Piatt, there must have been an end of the question. But he addressed, to the chairman of the committee of the Senate, a letter, which the 2d Comptroller rightly considers as a respectful protest, in which, admitting that the extreme urgency of his situation scarcely left him a choice, he, nevertheless, intimates that it would not be right thus to cut off the balance of his claims.

The bill then underwent an alteration, and the proviso assumed the shape in which it passed both Houses of Congress, and now stands in the act of the 8th May, 1820. The committee will not say that the change was owing to Mr. Piatt's letter, but it seems to them reasonable to ascribe it to that cause, and thence to infer that the law did not intend to cut off any part of Mr. Piatt's just claims, but only to limit the credit to be given to him for what were termed "assurances," leaving him the full benefit of every other just item of credit which he could establish, according to the usage of the Department, or the decisions in his own particular case, or upon the equitable principles which the act expressly extended to him.

The particulars above stated will be found in the report of the Second Comptroller, among the printed documents accompanying the letter of the Secretary of the Treasury, laid before the House on the 3d of January last, and the proofs are among the papers in the Second Comptroller's office.

Under this act, of the 8th May, 1820, the accounts of John H. Piatt were submitted to the proper accounting officers of the United States. A copy of the account he presented is hereto annexed, marked E. The Third Auditor, on the 14th June, 1820, stated an account, shewing a balance due to the United States, of \$34,708 15. This account, with the remarks of the Third Auditor, was submitted to the Second Comptroller, who disallowed some of the debits, and allowed several additional credits, and, finally, as he is authorized by law to do, settled the account, making a balance due to Mr. Piatt, of \$63,620 48.

Of this settlement, and the balance found due by it, Mr. Piatt obtained an official certificate, to which of course he was entitled.

With the certificate in his hands, and the opinion of eminent counsel upon the construction of the act of May, 1820, Mr. Piatt obtained considerable advances of money to relieve his pressing necessities by making assignments of portions of his claim upon the United States; and, in one instance, a creditor, in consideration of a similar assignment, surrendered securities he had previously held. These assignees have thus become interested in the claim to an amount which does not exactly appear, but is known to be very large. Mr. Piatt died some time after, in the city of Washington, where he was attend-

ing, to endeavor to get an appropriation to pay the balance found due to him. He has died insolvent, and the assignees above mentioned have no chance of obtaining any satisfaction but through the medium of a provision to be made by law. That they should not suffer by their kindness in relieving him from his great distress was among the latest wishes expressed by Mr. Piatt.

The general question presented, is, whether an appropriation ought to be made to pay the balance thus found due and now standing to the credit of John H. Piatt? And this may be considered under two views:

- I. As between the United States and the late Mr. Piatt, or his representatives.
- II. As between the United States and the assignees of the late John H. Piatt.

1. It is not the intention of the committee to go into a particular examination of the differences between the Third Auditor and the Second Comptroller. By law, the decision of the latter is the superior and the final decision; and the committee are not aware of any sufficient reason for withholding from it, in the present instance, its full legal effect.

For the purpose of ascertaining the balance of the account, this settlement would be deemed conclusive—so conclusive that, if there had been an appropriation, or if there had been money at the disposal of the department for the payment of “arrears,” under the general authority for that purpose given, it is believed, from the statement of the Second Comptroller, that the balance would have been paid without hesitation. And, of course, it is to be understood that the settlement leaves no question as to the debt. If so, the United States are legally liable for the amount, and it may be suggested, for the consideration of the House, whether, in such case, there ought to be any question about the inclination of the Government to pay.

It must, at the same time, be admitted, that, in making the settlement, the Comptroller acted under the limited authority given by the act of May, 1820; and, if he manifestly transcended the authority so given, the same effect ought not to be ascribed to his official act.

But the committee are far from thinking that the Comptroller did exceed his authority, or misunderstand the duty which it required him to perform. On the contrary, after carefully weighing the reasons assigned by him for his opinion, as well as those which are urged by the Third Auditor, on the opposite side, they agree with the Comptroller in the construction he has given to the act, and in the application of its provisions to the items of account in controversy; and they think there can be no doubt that, in a court of justice, acting either upon the most rigorous or the most liberal interpretation of the act, the construction would be the same.

The object of the act seems to have been to extend to John H. Piatt the benefit of two distinct provisions; 1. That his accounts should be settled upon equitable principles; and 2. That he should be allowed a credit for the “*assurances*.” If these affirmative provisions had stood

alone, it must have been conceded that Mr. Piatt would have been entitled to a credit; for, 1, Whatever, upon the ordinary principles of accounting, would have gone to his credit, without the aid of the law; 2, Whatever upon equitable principles, would have gone to his credit; and, 3, For the assurances. And under each of these heads he would have been entitled to credit, without limitation, for whatever it fairly embraced.

The only limit assigned, is that which is contained in the proviso, and that is expressly and specifically applied to the head of "*assurances*," and to that alone, leaving the others wholly unlimited. Can it then be extended to the other heads of credit? The terms of the act will not allow of such a construction. This seems too plain to be doubted. The fair intention of the act is equally opposed to it. For then it might happen that nothing would be allowed for "*assurances*" at all, or it might even happen, that all could not be allowed to which Mr. Piatt was entitled upon equitable principles. The former would occur, if the allowance, upon equitable principles, should equal the balance of the former account; and the latter, if it should exceed that balance. It is impossible, the Committee think, to believe that it could have been the intention of the act, in any event, to allow nothing for "*assurances*," and it is quite impossible to suppose that it could have been intended to allow Mr. Piatt less than, upon "*equitable principles*," he might prove himself entitled to be allowed. It may also be remarked, that the construction adopted by the Committee, does not, by any means, render the proviso inoperative. Without the limitation assigned by it, that is to say, giving credit for all Mr. Piatt could claim, under the head of assurances, the balance in his favor would be more than \$100,000.

The act, it is true, has in it certain other words, which have been thought to have a bearing upon the question. These words are as follows: "giving all due weight and consideration to the settlements and allowances already made." It seems to the committee not unreasonable to suppose, as these words are arranged in the same sentence with others, which are obviously designed for the benefit of Mr. Piatt, that they were intended rather to operate in his favor, than to his prejudice. The whole clause is as follows: "giving all due weight and consideration to the settlements and allowances already made, *and to the assurances and decisions of the War Department.*"

In point of fact, there had been *decisions* of the Department, the benefit of which, as *decisions*, had already been extended to Mr. Piatt; such, for instance, as the damages on the protested bills of exchange. There had been *allowances* also, such, for instance, as that for supplies to the distressed inhabitants. But these were not conceded to Mr. Piatt, by reason of any "*assurance*" he had received, nor, it is supposed, as a favor to him, but in common with all other accountants, similarly circumstanced, and as a matter of right. The decision, as to damages, particularly, was a general decision of the War Department, establishing a rule for the accounting officers, in all cases

of bills dishonored and protested, on account of the inability of the Government to pay, embracing, therefore, all protested bills which the parties had a right to draw. Under this decision, or general rule of the Department, the damages were allowed to Mr. Piatt, and not in consequence of any "*assurance*."

The allowance for supplies to the distressed inhabitants, was, also, it is believed, a matter of right, upon the established principles of the Department. The contractor was not bound, by his contract, to furnish them, and therefore could not be bound to furnish them at the contract price. He was entitled to a reasonable compensation, and that is what was allowed.

It appears to the Committee, that it could not be the design of the act, either to retract the credits which had thus been given, or to alter their character so as to arrange them thenceforward, under the head of "*assurances*," instead of "*decisions*" or "*allowances*." That would be to suppose, that the act was passed merely to change the name, and under color of allowing something for "*assurances*," only to alter the words in the account. The plain meaning seems to be, that Mr. Piatt was not to be deprived, by the new grant, of the benefit of any former allowances, settlements, or decisions. And this construction is fortified by the fact, that the act was deemed necessary to give Mr. Piatt the benefit of the "*assurances*," which implies that this could not be done without the authority of a special law, and, therefore, further implies, that it had not been done before.

If this reasoning be correct, it must be apparent that the Comptroller has rightly interpreted the proviso, as applying only to "*assurances*," and of that opinion are the Committee.

It would extend this report to an unreasonable length, to go into the items of account in detail. The Committee have already sufficiently expressed their opinion of two of them; namely: the damages, and the supplies to distressed inhabitants, to shew that they concur with the Comptroller: and, as far as their inquiry has extended, they cannot say, that they differ with him, as to any of the items.

But, what the Committee would further submit, for the consideration of the House, is, that, in settling the account of John H. Piatt, a liberal estimate ought to be made in his favor, having a just regard to the very meritorious services he rendered, and the sacrifices he made for the public good, at a most critical and interesting period. They think, too, that at all events, the Government ought not to be gainers by the loss, and, perhaps, the ruin of a patriotic citizen. They have, therefore, caused three pro forma accounts to be made out by the Comptroller, and three by the Auditor, to shew what the operation would be, of a settlement of the accounts upon different principles. These accounts, with the communications accompanying them, are hereto annexed, marked F, G, H. They have also annexed a copy (marked I,) of the account made out by Mr. Piatt himself.

From these accounts it will be seen, that, with the utmost allowance made to Mr. Piatt, the Government will still be gainers by his

good conduct, for they will pay less, by a sum exceeding \$ ——— than it would have cost them to obtain the supplies, if he had abandoned the contract. And he will be no gainer, for it must be clear that he will get no more than the provisions cost him, and not so much as he might have obtained, if he had chosen to take advantage of the Government—and even the cost will be allowed him only to a limited amount, short of what he actually furnished. The committee are obliged, however, to say, that there is not any exact proof of the cost by vouchers, nor could it be reasonably expected, considering the circumstances of the country and of the contractor, and considering too, that he could not be supposed to anticipate that any such proof would be required. This is more especially true of the purchases made before the “*assurances*” were given, with respect to which he could not suppose he should have to account. The same remark applies, with equal force, to purchases made by his agent, before his return from Washington. But the price of provisions in the country, at the time, affords, in the opinion of the committee, a guide as satisfactory as could be expected, and sufficient for the purpose of justice between the parties. And this is proved, not only by Gen. Swearingen’s letter, but by thirteen depositions remaining in the Second Comptroller’s office. Besides, there can be no danger that, from want of precision in the evidence, the Government will pay more than is just: for the proviso limits the allowance, under the head of assurances, to \$48,000, and no estimate can, it is believed, be made, which would bring the cost below that sum. It would probably be more than double.

The committee are not inclined to favor the distinction which has been attempted between the provisions purchased after the assurances, and those which were then on hand, and which proposes to allow for the former, but not for the latter. It is entirely arbitrary, and seeks to put the narrowest possible construction upon the act.

The plain equity of the “*assurances*,” according to any interpretation that can be put upon them, seems to forbid such a distinction. If the contractor was only to be indemnified, (which is the least either party could desire,) it must be considered that the rise in price had taken place before that time, and, of course, was, in all probability, the price at which these provisions had been actually purchased. If the probable cost to the United States be regarded, it must be considered that they would have been obliged to pay the same. But the just rule between the parties is, to estimate fairly what these provisions were worth to the contractor; what could he have got for them if, liberating himself from all engagement to the public, he had offered them for sale. It cannot be doubted that he might have got the market price; and the difference between what he might have sold them for, and what the Government have allowed under the contract, is the precise measure of indemnity to the contractor, as it is also the most favorable measure possible of the gain by the Government. The committee, therefore, agree with the Comptroller in the credits he has allowed for provisions.

And they must again repeat, that even with these credits to the full extent the proviso will permit, it may be doubted whether justice is done, inasmuch as the limitation cuts off more than half the amount of what would be due if the assurances were to operate upon the whole of the supplies.

The committee, in the course of their investigation, have met with another objection, which has been urged to Mr. Piatt's claim. It has been represented that Mr. Piatt had no reason to complain of the Government, on the score of advances; that, in truth, he had always received as much money as he was entitled to; and it has even been doubted whether he had any right to draw the bills that were protested. The committee think, that in this statement there must be some such misapprehension as is very apt to take place after a length of time, unless cotemporaneous facts are duly considered in forming an opinion. They think so, because the right of Mr. Piatt to draw for the \$210,000, was admitted at the time, and the dishonor of the bills was ascribed entirely to the want of funds to pay them. And, again, in the year 1816, when the transactions were comparatively recent, and the recollection of them fresh, the damages were allowed to Mr. Piatt without hesitation, which could not have happened, or would have been wholly indefensible, if in truth he had not had a right to draw. Each of these facts is, therefore, a cotemporaneous, or nearly cotemporaneous admission, that he had not had the aids in money to which he was entitled; and the advances that were made to him after he came to Washington, in December, 1814, are further and unequivocal evidence of the same thing.

But all this, it is believed, is disposed of by the passage of the act of May, 1820. The suggestion referred to was distinctly presented to the consideration of Congress at the time, in a form that demanded, and no doubt received, the most respectful attention; and if it had any value as an argument, it was to show that Mr. Piatt ought not to have had any "*assurances*," and that no act ought to be passed for his relief on the ground of his having received them. As such, it was weighed and rejected; and it cannot now be admitted to affect the interpretation of the act, the very passage of which necessarily implies its rejection.

It would be superfluous further to remark, that the death of Mr. Piatt, himself perhaps the only person capable of giving satisfactory explanations of doubtful points of fact, should make us hesitate now to admit objections which we may reasonably suppose to have been heretofore made and refuted; or to allow the just operation of the act of 1820 to be restrained by the influence of suspicions which it is almost certain he must have been able to remove.

All these circumstances, duly considered, the committee are of opinion, that the balance found by the Comptroller is justly due and ought to be paid.

And, referring again to the accounts, F, G, H, I, they are of opinion, that, upon original grounds, and independently of the act of May, 1820, it would be difficult to show that Mr. Piatt was not entitled to a much larger sum.

2. Between the United States and the bona fide assignees of Mr. Piatt, for a valuable consideration, the case is somewhat varied, and the claims of the assignees are even stronger than those of Mr. Piatt himself. The settlement of the account was by the proper accounting officer of the Government entrusted and authorized to make it. The certificate of the balance found due was the evidence of a debt of the most authentic character. The only question that could possibly arise, would be, whether this settlement was within the limits of the authority given to the officer. If it was, good policy, and a due regard to the credit of the Government, no less than the obligations of good faith, require that there should be no doubt entertained of its being paid. Between individuals similarly circumstanced, and amenable to the ordinary tribunals of justice, it is believed that there could be no doubt that its payment would be compelled.

Upon the point of authority, the persons who advanced their money, upon the faith of the settlement, could only consult the act of May, 1820, or, if they distrusted their own judgment, have recourse to those, who, by their peculiar learning and experience, are deemed qualified to advise, and are resorted to for aid. The opinion of eminent counsel was accordingly taken, and it was clear and unhesitating. A copy of it is hereto annexed, marked K. In that opinion the Committee fully concur, for reasons already stated; and the conclusion they are brought to, is, therefore, inevitable, that, as between the United States and the assignees of John H. Piatt, the settlement ought to be decisive.

The committee, therefore, ask leave to report a bill.

To the Honorable the Senate and House of Representatives of the United States in Congress assembled,

The memorial of Benjamin M. Piatt and Nicholas Longworth, of Cincinnati, administrators of John H. Piatt, deceased, respectfully sheweth, that, on the 8th day of May, in the year 1820, Congress passed an act for the relief of John H. Piatt, by the provisions of which the proper accounting officers of the Treasury Department were authorized and required to settle the accounts of the said John H. Piatt, in the manner specified in said act. And the said accounts having been so settled, the Second Comptroller, on the 7th day of July following, certified a balance to be due by the United States to the said Piatt, amounting to \$63,620 48. Said settlement was communicated by the Second Comptroller to the said John H. Piatt, by letter of even date with the certificate or report of the said balance, and on the succeeding day, the 8th of July, the warrant clerk of the War Department, Lewis Edwards, Esq. certified that the accounts of the said John H. Piatt had been adjusted at the War Department,

in conformity with the aforesaid act of Congress; and that, by the certificate of the Second Comptroller, there appeared to be a balance in his favor to the amount above mentioned, which could not at that time be paid, as a special appropriation by Congress was wanted for that purpose. Your petitioners further state, that the said John H. Piatt, being then deeply embarrassed, and in custody on some claims prosecuted against him, and being also anxious to obtain certain goods, wares, and merchandise, and other advances, to enable him to meet the heavy debts due by him in the western country, by a pledge of the said balance; and being also desirous of securing certain debts then due by him, to prevent the same being put in suit, did, on the 29th day of July, in the same year aforesaid, for the above considerations, assign and transfer to William M. Walker (who came under certain acceptances for said Piatt, to discharge him from imprisonment) all his claim upon the Government of the United States, under and by virtue of said act of Congress, and the settlement of his accounts by the proper accounting officers of the Government, finding due to him the balance aforesaid, in trust, for the purposes above specified, as by reference to said assignment will more fully appear. Your memorialists further shew, that the said John H. Piatt departed this life in the month of February last, leaving his estate subject to debts to the amount of \$500,000, or nearly that sum. All his valuable and productive real estate is under a mortgage to the Bank of the United States, which, with the accruing interest to this time, exceeds \$300,000. A re-lien of the equity of redemption to the mortgaged property has been tendered, by the representatives, to the Bank, on condition of their receiving it in full satisfaction of the mortgage. A part of the property not covered by the mortgage to the Bank of the United States is under mortgage for its full value, to secure certain debts due individuals; and the small portion of his property not covered by mortgage is bound by sundry judgments, and, among others, by a judgment in favor of the Bank of the United States, for a separate debt, due by said Piatt and three others, exceeding \$60,000. The personal estate of said Piatt is inconsiderable. Your memorialists, as relatives, personal friends, and administrators, of the deceased, participate in the anxiety evinced by the deceased, in his last moments, that his debts should be paid; and particularly that the persons holding claims under the assignment should not suffer for their friendship to the deceased. There being existing liens against the estate more than sufficient to exhaust it, the creditors claiming under the assignment have no other source from which they can be indemnified. Your memorialists trust it will be taken into consideration that Mr. Piatt entered the service of the Government in good health and independent circumstances. That, as commissary and contractor, in times of great difficulty, he complied with every requisition. The health of Mr. Piatt became greatly impaired from exposure on the Northwestern frontier, and so continued till his death. So far from having made money by his contracts with the Government, his estate is insolvent.

Your memorialists respectfully pray that a law may be passed, making the necessary appropriation for the payment of said balance. All which is respectfully submitted.

N. LONGWORTH, } Administrators
 B. M. PIATT, by } of J. H. Piatt,
 N. Longworth, } deceased.

No. 1.

WASHINGTON CITY, 5th January, 1816.

SIR: In compliance with your suggestion, and the request of Mr. Piatt, I submit you a statement of the substance of a conversation, had between us in January last, on the subject of furnishing supplies to the Northwestern army.

I have not a distinct recollection of the precise words made use of in the conversation, but believe I can state it substantially. In the beginning of January last, Mr. Piatt and I called to ascertain whether any advances could be made to him by the Government. Mr. Piatt, I understood, at that time was in advance upwards of 250,000 dollars. This sum, he informed me, he had obtained, partly on his personal responsibility, and partly by drafts on the Government, from the Western Banks. His drafts were not paid, but protested, I understood, at the above time, for want of funds, and he was held liable for the money, by the Banks, with damages on account of the protest. The above drafts, I understood, amounted to 150,000 dollars. I understood from Mr. Piatt that he had furnished supplies, exceeding in amount, by 50,000 dollars, the sum stated to have been advanced by him prior to the conversation. These circumstances were stated; Mr. Monroe stated the great difficulties he had to encounter for want of funds; that he had made use of much exertion in obtaining money by temporary loans, and otherwise, to enable the Government to go on. He promised to do every thing in his power for Mr. Piatt, and requested him to furnish the supplies, under any circumstances that should occur, and observed, as I understood, that he should have justice done him, or that he should not be injured, or words to that import. I well remember that Mr. Piatt observed to me, after we left Mr. Monroe, that he was determined to rest on the assurance given, and to go on in furnishing all the supplies required, if the Government did not advance him a single dollar. That he thought he could do this from his influence with the Banks and the credit of his friends. I recollect Mr. Monroe stated the consequences would be dreadful to the Northwestern frontier, if the army supplies were to fail in that quarter.

I believe, on the strength of the assurances given by Mr. Monroe, Mr. Piatt directed his agents to make their purchases and continue their supplies. A copy of this letter I had the honor, yesterday, of handing Mr. Monroe.

Mr. Piatt wishes to be paid the actual cost of the ration, and a reasonable compensation for the service of his agents, from the fore-part of January until the close of his contract. The supplies of this time, I understand from Mr. Piatt, were furnished without any advance from the Government; that the sum he received, in the month of January, did not cover the purchases he had made prior to its reception.

Mr. Piatt possesses numerous documents to shew his exertions and the exertions of his agents, to comply with every military requisition. Indeed, I very much doubt, whether any man could have been found, who would have furnished the same supplies, with equal promptitude, under the same circumstances. His own fortune, and the property of his friends, were pledged to the Banks to raise the necessary funds. I believe there was no failure.

One circumstance I would beg leave to mention; Mr. Piatt was ordered to issue rations to the inhabitants of Detroit and Malden; this, by his contract, he was, perhaps, not bound to do; he complied, although the issues, then made, cost him upwards of 7000 dollars more than his contract price for the ration. His papers substantiate this fact,

It is my opinion, that Mr. Piatt, on the failure of the Government to make advances, was no longer bound by his contract. Had he withheld his supplies, he would not have been liable to damages. This course was suggested by one of his agents, and, at the same time, the advantages held out to him that he could derive by selling the supplies to the Commissioners of the army. He might have accumulated a fortune had he adopted this advice; but he spurned it as dishonorable and unjust to take advantage of the necessities of his Government, declaring that he would go on with the supplies, and trust to the justice of the Government for remuneration.

With great regard, your obedient servant,

JOHN M'LEAN.

Hon. Mr. MONROE.

No. 2.

WASHINGTON, *January 27th*, 1820.

SIR: On the repeated application of Mr. John H. Piatt, and your approval of such communication, I have to state, that, in the Fall of 1814, Mr. Piatt, who had been a deputy commissary in the army, and at the head of the department with the northwestern army, during the

two first campaigns, and was then a contractor for supplying rations, called on me and said he had come to this city to abandon his contract, which, from the rise of provisions, had become ruinous to him—that he was justified in doing so, by the Government having failed to make to him the necessary remittances, and that he was advised to such course by his friends, and by lawyers whom he had consulted as to the extent of his obligations under the contract.

I viewed a failure in that quarter, at that time, as peculiarly disastrous, and remonstrated with Mr. Piatt against such a course; I also urged the importance of his communicating promptly and fully his embarrassments to you, as Secretary of War. He replied he had attempted to do so, but had not seen you. I introduced him, and informed you of his former services, and the extent of his contract, which embraced one of the most important parts of our frontier, Ohio and Michigan.

In a day or two he again informed me he was confirmed in his determination to abandon the contract, for he had not been able to communicate with you on the subject, having been repeatedly informed you were too much occupied.

I spoke to General Ringgold, who then lodged in the house with me, and was frequently a visitor in your family, that he might represent at some leisure moment the embarrassment which seemed inevitable, if there was a failure of supplies for the army on that frontier. A few days after, Mr. Piatt informed me he had seen you with some of his friends in Congress from Ohio, and had received assurances of *indemnity against loss, on his further supplies, which fully satisfied him*, and he should devote his property and credit wholly to the service on those assurances. During all Mr. Piatt's stay in this city, he lodged in the same hotel with me, and I saw him every day; I have known him as an able officer and agent since the commencement of the war, and have always heard him highly spoken of by all who have served with him.

I have the honor to be,
With perfect respect,
Your obedient servant,

D. PARKER.

JAMES MONROE,
President of the United States.

No. 3.

Questions by John H. Piatt to Col. James Morrison, late Quartermaster General of the Northwestern Army, relative to his supplying the Northwestern Army with rations in 1814 and 1815.

1st. After my arrival in Washington, in December, 1814, did I not inform you, that, in consequence of the failure of the Government

to pay my bills, and by their not making reasonable and current remittances, I felt assured of being exonerated from my contract, and had determined to abandon it?

2d. On your patriotic remonstrances, and representations of the disasters that would attend a failure of supplies of provisions to that army, at that time, and your flattering assurances of my peculiar fitness for making those supplies to the greatest advantage to the Government, did I not shew you the report of my agent, stating the ruinous consequences to me if I attempted to continue the supplies under the existing circumstances?

3d. After thus making known to you my situation and embarrassments, and the failures of the Government, did you not urge my application for relief and instruction from the Secretary of War, giving me your advice and opinion that I would receive assurances of indemnity against loss, which it appeared I was justly entitled to receive, under all the circumstances, before I involved myself in the threatened ruin?

4th. After I had seen Mr. Monroe, Secretary of War, did I not tell you that I had explained to him the failure of the Government, and all my embarrassments, and that I received from him assurances that, if I went on to supply the army and troops in Ohio, and Michigan, and Canada, on the upper lakes, that I should suffer no loss on the provisions and supplies so furnished, and did I not after repeat to you that I was induced to involve all my property and credit solely on the assurances of Mr. Monroe that I should receive indemnity, and sustain no loss?

5th. Did I not make all the supplies of rations to the army and troops in that quarter, without any failure, until the peace and the reduction of the army, and do you not believe that the Northwestern Army was sustained on the frontier by the great exertions and sacrifices made by me on those assurances made to me by the Secretary of War, on which I implicitly relied, by the advice of my friends?

WASHINGTON CITY, 16th Feb. 1820,

Answers to the annexed interrogatories of John H. Piatt, Esq.

1st. Yes. I recollect you showed me, when here in the winter of 1814 and 15, a communication from your agent, in which he urged you to make no further advances of your own funds, and that, as Government was unable or unwilling to make remittances, you were released from the stipulations of the contract. He then pointed out a plan by which you would clear a large sum, viz: By keeping the provisions you had engaged, and those on hand; not to issue, but to

sell it to the Quartermaster's Department, which would necessarily be compelled to purchase at a high price.

2d. I did urge you to strain your means and credit to supply the troops, assuring you that Government would amply reward your exertions to promote their views and interest, at a time our country was involved in war, and their pecuniary affairs embarrassed. I strongly recommended that you should wait on the now President, at that time the Secretary of War, and state your situation, which you did, and you said to me, after one or two interviews with him, that he had given you such assurances of remuneration, that you would supply the troops to the utmost of your capacity, and forego the plan recommended by your agent.

3d. I have before said that I did use many arguments to persuade you to take no advantage of the wants and embarrassments of the Government, and I again repeat that I did urge you to call on the Secretary of War, whose exertions were unremitted to keep up a respectable force on our frontiers—and I did understand that he had given you such verbal assurances of remuneration, as induced you to give him a promise that you would endeavor to sustain the Northwestern army with provisions.

4th. The purport of this interrogatory has been already answered. I will, however, again repeat, that you did say to me, that you had received assurances from the Secretary of War. And I overtook you at Pittsburg and descended the river in the same boat. We had many conversations on this subject; that you often expressed fears of sustaining ultimate loss, as you had no written instructions or assurances from the Secretary of War, (owing to his indisposition) before you left Washington. To these doubts, I uniformly replied, that you encountered no risk, save the chances of the Secretary's death; and that, in that event, I felt confident Congress would do you justice.

5th. As I left the army in the month of May, 1815, I am unable to say any thing as to my knowledge of supplying the Northwestern army with rations, other than by report, and I never heard that you did not supply the army satisfactorily.

The above answers have been prepared in haste. I hope they will be deemed satisfactory.

I am, Sir, your obedient servant,

JAMES MORRISON.

JOHN H. PIATT, Esq.

No. 4.

Remarks respectfully submitted to the President, on the claim of Mr. J. H. Piatt, late Contractor of Army supplies.

Mr. Piatt came to this city, in December, 1814, and made the most urgent applications, for the payment of money, which he alleged he

had advanced, for supplies furnished by him, to the Northwestern army; and also, for the payment of sundry bills or drafts, drawn by him on the Secretary of War, which bills were lying over, under protest, for non payment. Mr. Piatt stated to the Secretary of War, and afterwards to me, that unless these bills were promptly paid, and large sums advanced to him, it would be out of his power to furnish supplies for the Northwestern army.

The Treasury of the United States was, at this time, incompetent to pay all the demands on it; and Mr. Monroe, who was well aware of this fact, and apprehending that it would not be in his power to meet the wishes of Mr. Piatt, as above expressed, told Mr. Piatt "*to go on*," (as stated by Mr. M-Lean) and that he should not be the loser "by it." Meaning, I presume, by these words, that, if it was not in his power to pay the drafts, or advance cash to Mr. Piatt, he would remunerate him, and the banks which held his protested drafts, by allowing them legal interest on any amount of money actually advanced by him or them for the Department. I well recollect that Mr. Monroe directed me to assure Mr. Piatt, he would have an immediate investigation of the state of his accounts, and ascertain the situation of the drafts, and farther, that he would endeavour to obtain, from the Secretary of the Treasury, such funds as would be sufficient to pay the drafts which were lying over, and likewise to place Mr. Piatt in possession of cash enough to enable him to continue his supplies.

Having ascertained from Mr. Piatt the amount which he wanted in cash, which was, (I am pretty confident) fifty thousand dollars, and also the amount of the protested drafts, which was one hundred thousand dollars, in the hands of the cashiers of Banks in this district, in obedience to orders given me by Mr. Monroe, I waited on Mr. Dallas, and represented to him the urgent necessity that existed to place Mr. Piatt in funds to pay the drafts, as well as of paying him a large sum in cash. Mr. Dallas very promptly placed at the disposal of the War Department, the sum of one hundred and fifty thousand dollars, sufficient to pay the protested drafts, and to supply Mr. Piatt with fifty thousand dollars, the amount which he asked for. The drafts were immediately paid, and cash given to Mr. Piatt, to the amount of fifty thousand dollars.

As Mr. Piatt declared himself perfectly satisfied with the payments made to him at this time, and took leave of me before he commenced his journey to Ohio, I had been under the impression for several days, that he had left Washington. In a few days, however, he called again at the War Office, and requested me to inform Mr. Monroe, it would not be in his power to get along with the supplies for the army, without a further payment of twenty thousand dollars. Mr. Monroe immediately ordered me to obtain that amount from the Bank of the Metropolis, and it was paid without delay, to Mr. Piatt. A few days after this payment, I accidentally discovered that Mr. Piatt had made use of this money in the purchase of Metropolis

Bank Stock, for his own use, instead of *supplies for the Northwestern army*. I have also been informed, that, at this period, he was a large subscriber to the loan of the United States. It is very certain, that he has made a *large fortune* by his contract.

It is proper to observe, that, after the war was ended, the Secretary of War paid the legal interests on all Mr. Piatt's drafts, to the different banks which held them.

Mr. Piatt wishes to be paid the *actual cost of the rations* supplied by him, and *reasonable compensation for the services of his agents*. I apprehend that neither the President, or the Secretary of War, have the power to pay a higher price than the contract stipulates for rations. This was determined, in the case of Camillus Griffith, late contractor, whose claim was a strong one, and he has, in consequence, petitioned Congress for relief, where I think Mr. Piatt ought to go, if he thinks his an equitable claim for remuneration,

The fact of Mr. Piatt's being largely in advance for the Government, does not entitle him to any remuneration from it, more than many other contractors, many of whom, upon the final settlement of their accounts, had immense sums due them, and never received any remuneration therefor. Mr. Anderson, late contractor for New York, had paid to him him, on the final settlement of his accounts, upwards of two hundred and fifty thousand dollars, but he had no damages or extra prices for rations, allowed him, in consequence of the advances he made.

All which is respectfully submitted, by

TENCH RINGGOLD.

December 7th, 1817.

A.

WASHINGTON CITY, 10th January, 1815.

SIR: Your letters of 16th and 26th December have been received, and their contents duly considered. In answer to the first, I am well aware of the sacrifice I am making in continuing the supply of the army. I am also aware of the Government having failed on their part of the contract, and well know that I am not responsible for any purchases that might be made on account of the contract. But my duty as a citizen, and the confidence reposed in me since the declaration of war, compels me to continue the supply of the army. You speak of the advantages you can derive by having command of the entire resources of the country; and that without my aid the army cannot be supplied. It is incompatible with the duty of a public agent, in any capacity, to take an advantage of the embarrassments of his Government. You will therefore continue the supply of the army, and meet every wish of the general commanding, with the utmost promptitude

in your power, disregarding any necessary expense. I shall rely solely on the liberality of my Government for remuneration for any losses I may sustain.

In answer to yours of the 26th, concerning the general requisition for an additional supply of 800,000 rations, I can only add, that the provisions must be forwarded with the least possible delay. You must obtain such loans as will enable you to meet the demand.

Respectfully, &c.

JOHN H. PIATT.

HUGH GLENN,
Cincinnati.

HOUSE OF REPRESENTATIVES,
February 8, 1823.

SIR: It has been frequently said that the late Mr. John H. Piatt made a very large sum of money out of his contract and concerns with the United States' Government, during the late war; and that his embarrassments were owing to imprudence and mismanagement in his other affairs. An argument has thence been drawn unfavorable to the claim of his representatives, of the force and justice of which the committee appointed on the memorial of his representatives have formed no opinion. But, being desirous to know how the fact is, they have directed me to inquire of such respectable gentlemen here as may have it in their power to give information. I have, therefore, taken the liberty to trouble you, and beg you to state, as fully as you may think fit, whatever knowledge you may have in relation to the inquiry mentioned.

The committee will meet again on Monday morning, at ten o'clock, by which time they would be glad, if convenient to you, to receive your answer.

I am, very respectfully, your most obedient servant,

JOHN SERGEANT,
Chairman.

Addressed, 1. To Judge BURNET,
2. JESSE HUNT,
3. Judge M'LEAN.

B.

WASHINGTON, 9th February, 1823.

SIR: I was intimately acquainted with the late Mr. John H. Piatt before the late war, and had some knowledge of his property. From

what has come within my observation, I have reason to believe that Mr. Piatt made some money when connected with the army, commanded by General Hull. But, under his contract to furnish supplies, out of which the present application to Congress has arisen, his loss was very great. When he entered into this contract, he possessed a very handsome estate—now all his property, with the aid of the sum claimed from Congress, will not enable his representatives to pay his debts. In my opinion, one hundred thousand dollars in addition to the sum claimed as above, would not more than repair the loss he sustained, under the above contract. So far from Mr. Piatt's embarrassments having been occasioned by imprudence and mismanagement in his other affairs, I am confident, had he not possessed resources in this particular superior to almost any other man, he must have failed before the termination of his contract. The judicious management of his other affairs, and the speculations he made, sustained his credit, and enabled him to meet the most extraordinary expenditures, in complying with his contract. I have always believed that Mr. Piatt did more than any other man in the western country could have done, in furnishing supplies for the army, at the most critical period of the late war.

In the winter of 1814 and 15, when the credit of the Government had become so much impaired, that such funds could not be paid to Mr. Piatt as would enable him to purchase provisions on the assurances of indemnity which he received, he resolved to continue the supplies, regardless of the heavy loss which he knew would result. Had he withheld these supplies, which he might have done without legal responsibility to the Government, he would have secured a very large sum. The provisions of the country were under his control, and he might have fixed his own price for every article. Although this course was strongly urged upon him by Mr. Glenn, one of his agents, he, without hesitation, declined it, as injurious to the Government, and dishonourable to himself. I have always felt a strong solicitude in his behalf, for I contributed more than any other person to induce him to rely upon the justice of his country.

For many years past I have had a pretty intimate acquaintance with Mr. Piatt's affairs. I have investigated many of his causes at the bar and on the bench, and I have never found the semblance of dishonesty in any of his transactions. Since my first acquaintance with him, I have never doubted that he was a man of strict integrity, and the transactions of the late war authorize me to say of exalted patriotism.

I have the honor to be,

Very respectfully,

Your obedient servant,

JOHN M-LEAN.

Hon. JOHN SERGEANT.

C.

WASHINGTON, *February 8, 1823.*

SIR: Your letter of this day has been received. I was well acquainted with the affairs of the late Mr. John H. Piatt, at the time he entered into his contract for the supply of the troops in the Western country, and I have no hesitation in stating that, in my opinion, he was, at that time, worth from fifty to sixty thousand dollars. I do not know what has been the result of his business since the close of the late war, and, therefore, cannot say whether it has been profitable or otherwise; but have understood, and believe, that his estate, at this time, will be insolvent, if his representatives should fail in the application they have recently made to Congress.

I am, very respectfully, your obedient servant,

J. BURNET.

Hon. JOHN SERGEANT.

D.

WASHINGTON CITY, *February 10, 1823.*

SIR: In reply to your note of the 8th inst. I can say I have known the late Mr. John H. Piatt from an early period of his life. About the year 1806, he commenced selling goods in Cincinnati, Ohio. He imported from Philadelphia, from time to time, large amounts of merchandise, and made advantageous sales; and, from his close application to business and economy, in the year 1812 he had acquired a large real estate, besides an active capital in money, debts, and merchandise; and about this time, 1812, he entered into a contract to supply Gen. Hull's army, then about to march for Upper Canada. In that contract it was understood, and, no doubt, he made a considerable sum of money; and I believe there is not any doubt his estate, in the year 1813, was worth (after satisfying all his debts) from one to two hundred thousand dollars. During the whole of Mr. Piatt's life, and particularly while in business, he was prudent in his bargains, and used much economy and industry.

In the year 1814, he contracted with the Government to supply the Northwestern army, and, owing to a failure on the part of the Government, as I have been informed, I know Mr. Piatt was compelled to make great sacrifices; to extend his credit to a large amount; together with a great rise in the price of provisions. His losses were great, and he thereby became embarrassed, and the loss of his fortune was, as I have reason to believe, in a great measure owing to that contract. I do not believe any of his speculations, except in the contract, materially injured his estate. It is now pretty well understood that Mr.

Piatt's estate will not pay his debts, but will prove insolvent. In that event, his wife would be reduced to a dependant situation, as I am informed the greater part of the estate was mortgaged in his life time, and she had relinquished her right of dower.

I am, sir, with much respect, your obedient servant,

JESSE HUNT.

Hon. JOHN SERGEANT.

HOUSE OF REPRESENTATIVES,

February 14th, 1823.

SIR: I am directed by the committee on the claim of the representatives of John H. Piatt, deceased, to request that you will furnish them, as soon as it can conveniently be done, with the following pro forma accounts:

1. An account between the United States and Mr. Piatt, settled upon equitable principles, taking no notice of alleged *assurances*.

2. An account settled upon equitable principles, considering the assurances to apply to all rations afterwards issued; whether the provisions were purchased before or after the assurances.

3. A statement shewing what it would have cost the Government to furnish the same number of rations which were supplied by Mr. Piatt, after the assurances, deducting therefrom what you have credited on the same account.

The object of these statements being only to arrive at results, that is to say, the actual balance of the account between the Government and Mr. Piatt, stated in each of these ways, you may make them as general as you think compatible with a clear exposition of your views on each.

A similar note has been addressed to the Third Auditor.

You will be pleased to observe, that these accounts are to be stated without any reference to the act of 1820, upon original grounds.

I am, very respectfully, your most obedient servant,

JOHN SERGEANT,
Chairman.

The Second Comptroller.

F.

TREASURY DEPARTMENT,

Second Comptroller's Office, February 17, 1823.

SIR: I have the honor to forward the enclosed statements, made out pro forma, in pursuance of your letter of the 14th instant. viz.

A statement of the late John H. Piatt's account, settled upon equitable principles, without regard to the assurances alleged to have been given to him in 1814 or 1815.

A statement of the late John H. Piatt's account, settled upon equitable principles, considering the assurances to apply to all rations issued after the first of January, 1815.

Also, a statement of said account, shewing what it would have cost the United States to have purchased the same number of rations which were supplied by Mr. Piatt, after the assurances made, deducting therefrom what has been credited under the proviso of the act of

the 8th May, 1820, passed for his relief. In fixing the price of the ration, the best evidence that could be had has been resorted to. The bills of purchase produced by Mr. Piatt; the official report of the Quartermaster General, Col. Swearingen, see his letter, dated 21st December, 1814, fixing the contract price from 45 to 50 cents per ration; also, the depositions of thirteen other respectable inhabitants of Ohio, under oath, averaging about the same price.

The following observations will shew the light in which the allowances made in the settlement of Mr. Piatt's accounts, now before the honorable committee, were considered by the Second Comptroller. They should have been submitted with the original report, made on the 14th February, 1821.

By the act of the 8th May, 1820, authorizing and requiring a settlement of Mr. Piatt's accounts upon just and equitable principles, the accounting officers were required to give "all due weight and consideration to the settlement and allowances already made, and to the assurances and decisions of the War Department." The first question which presented itself, was a consideration of the settlements already made. Upon an examination of his accounts, it appears that the first settlement was made on the 16th July, 1816; again in 1818. No difference of opinion existed between the accounting officers and Mr. Piatt, with regard to the amount to be charged to Mr. Piatt, nor to the credits, so far as they were admitted. An error was discovered in Mr. Piatt's having obtained a credit twice, for a quantity of provisions delivered Major Whistler; first, for the amount, when delivered in bulk; and, secondly, in his abstracts; the error was corrected, and the amount thereof charged to Mr. Piatt's account, to which he readily assented, as it appears clearly to have been an error. The debit of his account then stood, corrected to the satisfaction of all parties, \$61,086 14, making his supplies amount to \$550,361 61, at his contract price. The next question was the consideration of the allowances already made. The following official statement from the Third Auditor was among his papers, stating the amount passed to his credit as allowances in addition to his contract price, amounting to \$43,919 12, viz:

- | | |
|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|------------|
| 1. The difference between the cost and price allowed by his contract of provisions collected in Upper Canada | \$7,659 27 |
| 2. The difference between the purchase and sale of 245 pack horses | 4,559 12 |
| 3. For this amount, allowed him for premiums paid the Farmers and Mechanics' Bank of Cincinnati, for negotiating bills on the Secretary of War | 3,750 00 |
| 4. For this amount, being for premiums paid the Miami Exporting Company, at Cincinnati, for negotiating bills on the Secretary of War | 4,320 00 |
| 5. For this amount, allowed him, being the difference between the cost, and the price allowed by the contract, of provisions furnished to the distressed inhabitants of Michigan territory at Detroit | 2,630 73 |

6. For this amount, being 10 per cent. on bills pro-			
tested by the Government, say \$210,000	-	-	21,000 00
			<hr/>
			\$ 43,919 12
			<hr/>

The first item of the above list of allowances arose from the following circumstances. The Government ordered the commanding officer at Detroit, see Hickman's proclamation, directing the contractor to collect all the surplus provisions among the inhabitants in the neighborhood of Malden, and to pay to them the current price, lest the provisions should fall into the hands of the enemy. The contractor was ordered to pay the money. He did so. The provisions thus collected were brought to head quarters, and turned over to the contractor, at the contract price. This allowance of \$7,659 27, so called, was the difference between the price given to the inhabitants of Canada, and the contract price. The Government was liberal in paying the enemy for the provisions taken from them. It cannot be supposed, even for a moment, that they intended to make this contractor liable for the difference of price. This account should have been settled without considering the difference of price, as an allowance to the contractor.

The second item of this list of allowances, was for the purchase of 245 packhorses, forage, &c. It appeared that Gen. M. Arthur contemplated a mounted expedition into the enemy's country: he ordered the contractor to purchase horses for that object; the horses were purchased, used, and afterwards sold by order of the commanding general. The difference between the cost and sales is stated as an allowance (\$4,559 12) to Mr. Piatt. In the opinion of the Comptroller, Mr. Piatt was in no shape or manner liable in this case. He should have been credited with the purchase, and charged with the nett amount of sales. The difference was the legitimate and proper loss of the Government. To consider this as an allowance to Mr. Piatt was incorrect.

The third item was for premiums paid the Farmers and Mechanics' Bank of Cincinnati, \$3,750. If the credit of the Government was, unfortunately, so bad, at that moment, that they could not pay the money, and that the contractor could not negotiate bills on them without paying a premium, it was not his fault: he gained nothing by this transaction. It was the proper loss of the Government, and should not be held out as an allowance to Mr. Piatt, except upon its true merits.

The fourth item of this list of allowances was for a premium paid to the Miami Exporting Company, (\$4,320) under circumstances as above stated, and should not be considered as an allowance. It was for the benefit of the Government, to enable them to supply their contractor with funds, to which he was entitled.

The fifth item of this list (\$2,630 73) was for the additional cost of rations issued to the distressed inhabitants of Michigan, at Detroit. This was justly considered as an allowance by which the contractor

gained something, and the only one out of this whole list of allowances already made.

The sixth and last item of allowances (\$21,000) was for damages on bills protested. I am aware that Government pays no interest or damages in ordinary cases, because they are supposed to be ready to pay when justly called upon. In this case, no doubt exist but that Mr. Piatt had a right to draw, and that the Government could not pay. The act passed for Mr. Piatt's relief required the accounting officers of the Treasury Department to settle his claim upon just and equitable principles. The universal practice and laws of nearly the whole civilized world has settled it as a just and equitable principle, that the interests and damages should follow a protested bill. The Second Comptroller did not think it just and equitable to allow interests and damages, and then take the amount again out of the cost of the rations. It is also said, that no damages were paid by Mr. Piatt. This is a question never asked by the drawer of a bill. The fact of a bill being protested is always considered as of equivalent damage to the holder to the amount allowed. This item was considered as an allowance on its own merits; it did not more than remunerate the contractor for the damages sustained in having his bills protested.

In taking into view the allowances already made, the Second Comptroller considered the allowance of \$2,630 73 as the only real allowance made to Mr. Piatt which would go to extenuate the extra price of provisions supplied to the Northwestern army. The other allowances (so called) grew out of the particular circumstances of the Government, and stand upon their own merit.

Accompanying this, you have the accounts made out, as requested by the committee, marked No. 1 and 2.

I am, very respectfully, your most servant,

RICHARD CUTTS.

Hon. JOHN SERGEANT,

Chairman of the Committee, H. of R.

H.

TREASURY DEPARTMENT,
Third Auditor's Office, February 18th, 1823.

SIR: I have the honor to submit the following statement in relation to the accounts of John H. Piatt, deceased, called for by your letter of the 14th instant.

1st. You require "an account between the United States and Mr. Piatt, settled upon equitable principles, taking no notice of alleged assurances."

In relation to which, I have to observe, that, on the settlement of Mr. Piatt's accounts, prior to any application to Congress, the principles of equity had been extended to him by the Secretary of War, as it was competent for him to do in relation to contracts formed by him, to a very large amount; (see statement of extra allowances, amounting to \$43,912 12, filed with the papers marked 4) consequently, no additional allowances, in my opinion, are admissible under this head, except of items, then suspended, for want of proper vouchers. Of these, the sum of 3249 dollars, for transportation of provisions, is the only item, under his contract, which I deem to be admissible, upon equitable principles. The other charges, under this head, were so unsatisfactorily vouched, and so devoid of the necessary testimony of their accuracy, that I did not consider either of them admissible. See my reasons particularly stated, opposite each charge, in my statement, No. 5, in the printed documents, No. 104, of the Senate, of the last session, the original of which I do not find among the papers from the Committee. There is, besides, one additional item appertaining to his account of Commissary, which I deemed admissible, amounting to 459 dollars. (See my statement of his account in the same documents above referred to.) His account, then, under this view of it, and under the requisition of the Committee, would stand thus:

Balance due the U. States, for which suit was instituted	\$48,230 77
To which add the double credit given him on former settlement, discovered on settlement of his account under the act passed for his relief	- - 12,855 37
	<hr/> \$61,086 14
From which deduct credits, as above stated	- - 3,708 00
	<hr/> \$57,378 14
Leaving a balance of due to the United States.	<hr/> <hr/>

It will be recollected that, at the time the act passed for the relief of Mr. Piatt, he was only charged with \$48,230 77, and that this is the sum referred to in that act, as a limitation of the credits to be allowed him, under assurances, as the act has been construed; consequently, the additional sum of \$12,855 37, being a subsequent debit, could not, it is presumed, be allowed under the term assurances.

In relation to your second requisition, calling for "an account settled upon equitable principles, considering the assurances to apply to all rations afterwards issued, whether the provisions were purchased before or after the assurances," I have to observe that no evidence of the cost of the *complete ration* to Mr. Piatt, after the alleged assurances, has been established. The bills and receipts which he produced, are confined to the cost of a limited quantity of beef and flour, the amount of which, after deducting what had already been credited to him, on that part of the ration, has been admitted to his credit in my statement of his account. It is, therefore, impracticable, without other evidence, to arrive at the necessary facts by which the statement called for by the Committee could be made. Conceiving it probable, however, that the Committee desire to be informed what the state of Mr. Piatt's account would be, according to the rate charged by himself in his statement, rendered under the act passed for his relief, a copy of which is herewith furnished, I proceed to shew the result of a statement made on that data under the 2d requisition of the Committee.

781,480 complete rations issued after the 1st January, 1815, at 31 cents, 3 mills, and $\frac{1}{16}$, being the extra price claimed by him after deducting 20 cents per ration, already credited to him	-	-	-	\$244,681 38
Deduct 3 cents per ration allowed him beyond 20 cents, at posts where he has been allowed 23 cents, and adding an allowance of one cent where the contract price was 19 cents	-	-	-	6,139 79
				<hr/> \$238,541 59
Also, extra allowances made him by the Secretary of War, per statement No. 4	-	-	-	43,912 12
				<hr/> \$194,629 47
Also, the balance standing to his debit, as before stated				57,378 14
				<hr/>
Making a balance in his favor of	-	-	-	<u><u>\$137,251 33</u></u>

Note. The number of rations actually issued, and of those placed in deposite by Mr. Piatt, after the 1st January, 1815, to the end of his contract, amount to 865,935 rations; he claims, however, the extra price only on 781,480, which is taken as the data in the above statement.

In regard to the 3d requisition, calling for "a statement shewing what it would have cost the Government to furnish the same number of rations, which were supplied by Mr. Piatt after the assurances, deducting therefrom what I have credited on the same accounts," I have to state, as in the preceding case, that I have no data upon which to predicate such statement, the Government having made no purchases, at the time, in that section of the country. The report of Col. Swearingen, relied upon by Mr. Piatt as evidence of what it

would have cost the Government to have made the purchases, is not that kind of evidence which I should consider myself justified in taking to establish the data upon which to predicate the statement called for by the Committee, but, should the Committee desire an estimate, predicated upon that report, the following result presents itself:

Taking the number of rations actually issued, 781,480,			
at 45 cents, as charged by Mr. Piatt, amount to			\$ 351,666 00
Deduct the prices allowed	-	-	- 162,435 79
Difference	-	-	- <u>\$ 189,230 21</u>

All of which is respectfully submitted.

PETER HAGNER, *Auditor.*

E.

DR.

The UNITED STATES in account with JOHN H. PIATT.

CR.

To amount of provisions issued to the regular troops, militia, &c. under my contract with the Department of War, dated 26th January, 1814.

Per abstract A.	-	-	-	-	\$47,648 58
do B.	-	-	-	-	68,063 20
do C.	-	-	-	-	15,885 40
do D.	-	-	-	-	10,740 33
do E.	-	-	-	-	17,600 60
do F.	-	-	-	-	2,099 76
do G.	-	-	-	-	10,537 00
do H.	-	-	-	-	156,156 09
do I.	-	-	-	-	85,851 95
do K.	-	-	-	-	69,918 50
do M.	-	-	-	-	29,298 53
do N.	-	-	-	-	4,674 53

518,474 47

To amount of miscellaneous charges, per abstract L.

66,945 90

To extra allowance for provisions issued at Detroit to the distressed inhabitants, to the Indians, and for the mounted expedition under Gen. McArthur.

Per abstract No. 1.	-	-	-	-	14,429 80
do 2.	-	-	-	-	6,074 46
do 3.	-	-	-	-	7,790 90

28,295 16

To deposit of 1292 bbls. flour at Malden, per voucher 6,

18,168 24

To damages suffered by non-payment and return of my bills on the Secretary of War to the amount of \$175,000, at 10 per cent. per voucher No. 5,

17,500 00

To do. for one other bill for \$35,000,

3,500 00

To balance of interest account, per voucher No. 4,

12,456 60

665,340 37

To balance per contra,

115,513 17

To deposit of 99 bbls. whiskey at Malden, per voucher No. 8,

5,568 00

\$121,081 17

By the following sums received on account of my contract with the Department of War, dated 26th January, 1814, viz:

For a bill of exchange favour of S. W. Davies,	-	\$25,000 00
do O. M. Spencer,	-	5,000 00
do do	-	20,000 00
do S. W. Davies,	-	25,000 00
do O. M. Spencer,	-	35,000 00
do S. W. Davies,	-	35,000 00
do do	-	40,000 00
do O. M. Spencer,	-	40,000 00
do do	-	48,000 00
do William Whann	-	22,000 00

295,000 00

For a warrant on the Treasurer for

50,000 00

do 50,000 00

do 100,000 00

do 20,000 00

220,000 00

By this am't of provisions received from Messrs. Orr & Greely

10,984 56

do William Evans - 5,664 48

do William Oliver - 2,818 08

do Piatt & Wallace - 11,430 56

30,897 68

By 1,076 bbls. damaged flour, received from Capt. James McCloskey, at Detroit, on the 2d August, 1814, per statement herewith

3,929 52

Balance due John H. Piatt

115,513 17

\$665,340 37

E. E. May 18th, 1816.

JOHN H. PIATT.

STATEMENT of the account of the late JOHN H. PIATT, settled upon equitable principles, without regard to the assurances alleged to have been given to him in 1814 and 1815, made out *pro forma*, at the request of the Chairman of the Select Committee to whom the subject has been referred.

Dr.				Cr.			
To balance due the United States on settlement of 24th February, 1818, viz:				By sundry bills for transportation, admitted by the Third Auditor			
On his account as deputy commissary	-	-	46,112 56	do	do	Second Comp'r	3,249 00
do. contractor	-	-	2,118 21				13,363 89
			48,230 77				16,612 89
To amount of corrected error in former settlement for provisions delivered				The above credit was a legal claim arising under the 3d article of his contract, suspended on former settlement, generally for the want of the certificate of the officer at the post where the provisions were delivered. The commanding officer's order to remove the provisions, and the teamster's bill and receipt for the service performed, were produced. The only informality was the want of the above certificate. The teamsters and Mr. Piatt's agents neglected to take the officer's receipts, believing the order for the removal, and the teamster's bills paid, would be sufficient vouchers for the contractor to obtain the necessary credits.			
Major Whistler—see former settlement	-	-	12,855 37	By this sum, being the amount of part of 1,076 barrels of flour turned over to the contractor's agent from the deposits made by the former contractor; it was in a damaged state when turned over, as deductions were made by the Surveyor for that part of it which was damaged. In a short time after, the officers refused to make use of it, and called a second surveyor, who condemned the flour. As the flour was evidently in a perishing state when turned over by the Government to the contractor, it was thought but just and reasonable they should bear the loss			
							3,361 08
				By amount of interest paid the Farmers and Mechanics' Bank of Cincinnati for moneys borrowed on account of the failure of the Government to pay his drafts			
							4,707 21
Amount carried forward	-	Dolls.	61,086 14	Amount carried forward	-	Dolls	24,681 18

STATEMENT---Continued.

Dr.	Cr.
Amount brought forward - - - \$ 61,086 14 To balance due the late John H. Piatt - - - 15,389 71 <u>\$76,475 85</u>	Amount brought forward - - - \$24,681 18 By allowance for 45 head of beef cattle, lost out of the bullock pen through the misconduct of the Indians attached to the United States' army. This allowance was thought just and equitable, under the 6th article of the contract, which says "that all losses sustained by the depredations of an enemy, or by means of the troops of the United States, shall be paid for at the contract price of the rations." As the Indians were attached to the army, it was thought the United States should be equally responsible for their conduct as it regarded the contractor's property - - - 1,071 00 By allowance for 30 head of beef cattle, which were lost from Fort Gratiot on the 27th July, 1814, for want of a guard—see 7th article of the contract - - - 864 00 By this sum, being the difference between the cost and contract price of the provisions furnished at Detroit to the distressed inhabitants, the Indians, and to McArthur's mounted expedition. These supplies were not considered as embraced in the contract, and, of course, to be left to an equitable adjustment; the contract price, however, had been passed to his credit in a former settlement. Considering the depreciated currency of the country, the cost of the provisions, as established by the testimony of thirteen creditable persons, that the issues, as above, took from the contractor the provisions which he had to replace for his regular supplies at a higher price, this allowance was thought just and reasonable - - - 25,664 43 By this sum, being the difference between the cost and contract prices of 1,292 bbls. of flour, and 99 bbls. of whiskey, deposited at Malden, per order of General McArthur - - - 23,736 24 By this sum, allowed by the Secretary of War for the payment of a quantity of flour damaged in the mill of John Semple - - - 459 00 <u>76,475 85</u> By balance, per contra, due the late John H. Piatt, - - - <u>\$15,389 71</u>

TREASURY DEPARTMENT,

SECOND COMPTROLLER'S OFFICE, February 18th, 1822.

RICHARD CUTTS.

STATEMENT of the account of the late JOHN H. PIATT, settled upon equitable principles, including the assurances alleged to have been given to him in 1814 and 1815.

<i>Dr.</i>	<i>Cr.</i>
To balance due the United States, on settlement of 24th February, 1818—	By amount of sundry bills for transportation, admitted by the Third Auditor, - - - \$3,249 00
Viz: On his account as Deputy Commissary, \$46,112 56 as Contractor, - - 2,118 21	By do. admitted by the Second Comptroller - - 13,363 89
To amount of corrected error in former settlement, for provisions delivered Major Whistler—see former settlement, - - -	By this sum, being the amount of part of 1,076 barrels of flour, turned over to the Contractor's Agent, from the deposits made by the former Contractor, the same damaged - - - 3,361 08
\$48,230 77	By amount of interest paid the Farmers and Mechanics' Bank of Cincinnati, for moneys borrowed, on account of the failure of the Government to pay his draughts - - - 4,707 21
12,855 37	By allowance for 45 head of beef cattle, lost out of the bullock pen, through the misconduct of Indians attached to the United States' army - - - 1,071 00
	By allowance for 30 head of beef cattle, which were lost from Fort Gratiot, on the 27th July, 1814, for want of a guard—see 7th article of the contract - - - 864 00
	By this sum, being the difference between the cost and contract price of provisions, furnished at Detroit to the distressed inhabitants, the Indians, and to M'Arthur's mounted expedition, - - - 25,664 43
	By this sum, being the difference between the cost and contract prices of 1,292 barrels of flour, and 99 barrels of whiskey, deposited at Malden, per order of General M'Arthur - - - 23,736 24
	By this sum, allowed by the Secretary of War, for the payment of a quantity of flour, damaged in the mill of John Semple, - - - 459 00
Amount carried forward, - - -	Amount carried forward, - - -
\$61,086 14	\$76,475 85

STATEMENT—Continued.

Dr.	Cr.
Amount brought forward, - - - \$61,086 14 To balance due John H. Piatt, - - - 192,498 65	Amount brought forward, - - - \$76,475 85 By amount of provisions issued and placed in deposit from and after the 1st January, 1815; viz: At Upper Sandusky, &c. \$34,950 86, equal, at 19 cts. to 183,951 rations, At Detroit, &c. \$98,354 63. Deduct amount of provisions col- lected from the inhabitants of Upper Canada, 14,807 01 \$34,147 62, equal, at 20 cts. to 420,738 do. At Fort Gratiot, &c. \$61,174 82 Deduct amount of provisions col- lected as afore- said, - - 1,088 29 \$60,086 53, equal, at 23 cts. to 261,245 do. \$179,185 01, equal to \$865,934 do. From which deduct: Issued to Indians, \$4,264 40, equal to 21,322 rations, Issued to distressed inha- bitants, \$32 32, equal to 161 ³ / ₅ To do. \$1,407 06, equal to 7,035 ⁶ / ₂₀ Deposited at Malden, \$24,689 36, equal to \$30,393 14, 107,345 135,863 ⁹ / ₁₀ do. \$148,791 87, 730,070 ¹ / ₁₀ do. Which 730,070 ¹ / ₁₀ rations, at 45 cents, amount to \$328,531 54 From which deduct the amount of contract price, as above, - - - \$148,791 87 *And this sum, heretofore allowed, on account of issues to distressed inhabitants, - 2,630 73 \$151,422 60 177,108 94 \$253,584 79 \$131,508 90
Total amount of rations, 730,070 ¹ / ₁₀ , at 45 cents, \$328,531 54 From which deduct the contract price, \$148,791 87 And the amount allowed under the assu- rances, - - - 48,230 77 197,022 64	By balance, per contra, due John H. Piatt, - - - \$192,498 65

* This sum of \$2,630 73, has been deducted heretofore, and left the within credit of \$25,664 43, and should not again have been deducted. Mr. Piatt's balance will, of course, be increased that sum.

Dr. The UNITED STATES in account with JOHN H. PIATT, under the act of Congress passed for his relief

Cr.

For this sum, being the difference between the actual costs of the provisions and the contract price allowed on the rations issued from the 1st of January to the 31st May, 1815, deducting therefrom 151,127½ rations, which are already allowed by the Third Auditor, and are contained in the duplicate receipts, amounting to \$75,976 27 cents, at the following places, claimed under the assurances of the Secretary of War, and confirmed by the act of Congress aforesaid, viz:

238,272	complete rations issued at Detroit	
272,179	do	Malden and Fort Gratiot
	do	Fort Wayne, Winchester, Meigs,
271,035	do	Stephenson, and Upper and
		Lower Sandusky

781,480

From which deduct the above mentioned 151,127½, already allowed by the Third Auditor

151,127½

630,358½ at 31 cents 3 $\frac{3}{10}$ ths

\$197,491 31

Being the actual cost after deducting 20 cents a ration, which has already been allowed me under my contract. The above account is supported by the letter of the Commanding General, Duncan M'Arthur, Quartermaster General Swearingen's reports, Samuel Nusell, Jacob Fowler, Hugh Glenn's deposition, and the duplicate receipts for \$75,976 27 cents allowed by the Third Auditor, and the abstracts of the actual issues after those assurances were made, which have all been examined and passed to my credit, at 20 cents per ration, and no more.

True Copy:

PETER HAGNER, Auditor.

February 18th, 1823.

By amount claimed by United States on former settlement, and for which suits have been instituted - - - - - 48,330 77
For the following items, which come under the decision of Mr. Crawford, and are charged in the miscellaneous abstract, viz:
Amount of issues to distressed inhabitants, Indians, and M'Arthur's mounted expedition - - - - - 28,295 16
Amount of 1,292 bbls. flour, and 99 do. whiskey deposited at Malden - 23,736 24

100,262 17

For this sum brought to my debit agreeably to the decision of the Third Auditor - - - - - 12,855 37

Also, for the sum of \$21,000, deducted by the Third Auditor from the credits given in his statement under the assurances of the War Department 21,000 00

134,117 54

From which deduct the amount allowed by the Third Auditor on the duplicate receipts for \$75,976 27 cents, when it fully appears my loss was \$45,750 75 on the purchase of only 151,127½, and nothing is allowed me on 630,358½, because there were not receipts for the actual purchases; and, at the same time, my abstracts for the whole amount is admitted at 20 cents for the issues after the date of the assurances - - - 45,750 75

88,366 79

Balance - - - - - 109,124 52 $\frac{8}{16}$ 197,491 31 $\frac{9}{16}$

JOHN H. PIATT.

16th June, 1820.

K.

BALTIMORE, 2d July, 1820.

SIR: I have considered, very carefully, the act of the last session of the Congress of the United States, entitled An act for the relief of John H. Piatt; and am not able to find any thing in its phraseology which admits of doubt.

Independently of the proviso, its effect would be, to authorize the proper accounting officer of the Treasury Department to settle your accounts (including those for transportation) on just and equitable principles; giving all due weight and consideration to the *settlements and allowances already made*; and to the *assurances and decisions* of the War Department.

This effect is, however, limited by the *proviso*; and the only question would seem to be, to what extent does the *proviso* so limit it?

The language of the *proviso* is so precise and *explicit*, that it leaves no room for construction. It is, "that the sum allowed under the "said *assurances* (dropping the word "*decisions*") shall not exceed "the amount now claimed by the United States, and for which, suits "have been commenced against the said John H. Piatt."

Subject to this single restriction, which has exclusive reference to allowances under the *assurances* of the War Department, and leaves every other branch of the subject to the full effect of the enacting clause, you are entitled to have your accounts settled and paid.

I suppose it to be plain that *decisions* and *assurances* are not the same thing. The enacting clause would not have used both those words, if one of them was believed to be exactly equivalent to the other; and the *proviso* would not have failed to repeat each of those words, if it was not the intention to confine it to one of them.

When the language of a law is clear, conjectural interpretation is inadmissible. The letter being positive, it ought to be fulfilled. But the reason of the thing is also clear, and in conformity with the letter of the *proviso*. The claim which depended on the word *assurances* of the War Department, might be considered of less strength than the rest; and especially that position which was sanctioned by the *decisions* of the same Department. While Congress, therefore, admitted for the claim, under new *assurances*, due weight and consideration, it was not unnatural that it should subject it to a defined limit.

I do not know that these suggestions will be of any use to you in the settlement of your accounts; but you are at liberty to submit them to the consideration of the accounting officer, who will, I am sure, do you justice, without this assistance.

Very respectfully, sir,

Your most obedient humble servant,

WM. PINKNEY.

MR. PIATT.

An Act for the relief of John H. Piatt.

Be it enacted by the Senate and House of Representatives of the United States of America in Congress assembled, That the proper accounting officers of the Treasury Department be, and they are hereby, authorized and required to settle the accounts of John H. Piatt, including his accounts for transportation, on just and equitable principles; giving all due weight and consideration to the settlements and allowances already made, and to the assurances and decisions of the War Department: Provided, That the sum allowed under the said assurances shall not exceed the amount now claimed by the United States, and for which suits have been commenced against the said John H. Piatt.

H. CLAY,

Speaker of the House of Representatives.

JOHN GAILLARD,

President of the Senate, pro tempore,

May 8, 1820. Approved:

JAMES MONROE.